

City of Lynchburg  
Purchasing Department

DELIVER TO:  
Procurement Division  
Reception Desk  
3<sup>rd</sup> Floor, City Hall  
900 Church Street  
Lynchburg, VA 24504

MAIL TO:  
Procurement Division  
Reception Desk  
3<sup>rd</sup> Floor, City Hall  
900 Church Street  
Lynchburg, VA 24504

Request for Proposals – TERM CONTRACT

The purpose of this invitation is to solicit formal sealed Proposals from qualified vendors whereby a contract may be established to furnish such services as requested during the contract period by the City of Lynchburg. Sealed Proposals, for furnishing the following described services, will be received at 900 Church Street, 3<sup>rd</sup> Floor, City Hall Lynchburg, Virginia until 4 hour shown below and then publicly opened and read. Proposals must be sealed, with commodity, proposal number and opening date shown on face of envelope.

Commodity:	City Parking Lot And Bridge Sidewalks Snow Removal and Ice Control Operations	Date: 12/17/04
Contract No:		
Authorized User:	City of Lynchburg	Services at: City of Lynchburg
Contract Period:	<b>January 1, 2005 thru December 31, 2005 Contract Period 1 Year</b>	<b>Bid Due &amp; Opening: January 14, 2005 3:00 P.M.</b>

PRE-PROPOSAL CONFERENCE:	1700 Memorial Avenue Lynchburg, Virginia	Date & Time: <b>January 5, 2005 10:00 A.M.</b>
City Contact:		

Pursuant to Virginia Code Section 18.2-498, the bidder certifies that this bid was not the result of any act of collusion with another person engaged in the same line of business or commerce, or act of fraud punishable under the Virginia Governmental Frauds Act.

In compliance with the above invitation and subject to all conditions imposed therein, the undersigned offers and agrees to furnish the items at the price set opposite each item. I certify that I am authorized to sign this bid for the bidder.

Company Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Proposers Authorized Representatives Signature

Telephone Number: \_\_\_\_\_

Fax #: \_\_\_\_\_

Minority/Female ( ) Yes ( ) No

Name: \_\_\_\_\_

\_\_\_\_\_  
Please Print  
*Flourance Randolph*  
City's Purchasing Officer Signature

# **City Of Lynchburg Request for Proposals For SNOW PLOWING & SANDING SERVICES**

**Contract # TBD**

**CITY OF LYNCHBURG PURCHASING DIVISION  
RFP #: 05-009 FHR - SNOW PLOWING & SANDING SERVICES**

**OPENING: Friday, January 14, 2004      TIME: 3:00 P.M.  
900 Church Street, 3<sup>rd</sup> Floor City Hall**

**RECEIPT of RFP's:**

**A.1** The City of Lynchburg (herein called the "City"), invites responses to this solicitation, on the forms attached hereto, all blanks of which must be appropriately completed. RFP responses will be received at City's Purchasing Office, 900 Church Street, 3<sup>rd</sup> floor City Hall, until **3:00 P.M.**, on **January 14, 2004**.

Any offers recorded in the Purchasing Office by that time will then be acknowledged as received, in a timely manner and will be reviewed for compliance with the requirements set forth in the RFP request. All offers must be submitted in a sealed container and the wording "Snow Removal and Sanding", written on the exterior of the container.

**OPTIONAL PRE-PROPOSAL CONFERENCE:**

**A.2** A pre-proposal conference will be held on **Wednesday, January 5, 2005 at 10:00 a.m.** at Public Works, Street Division Training Room, 1700 Memorial Avenue, Lynchburg, VA 24501.

**A.3** The City may consider as non-responsive any offer not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all offers. Any proposal response may be withdrawn prior to the above scheduled time for closing for receipt of proposals. Any proposal received after the time and date specified shall not be considered. No offers may be withdrawn within **60** days after the actual date of the closing thereof.

**CONTRACT DOCUMENTS:**

**A.4** It is understood and agreed that this Request For Proposals, any addenda issued by the City, the signed and sealed Proposal, and signed contract shall collectively constitute any Agreement between the City and Offeror (after award of contract, hereinafter called "(Contractor)", and shall be referred to as the Contract Documents and the work shall be performed in accordance therewith.

**QUALIFICATIONS OF OFFEROR:**

**A.5** The City may make such investigations as deemed necessary to determine the ability of the

Offeror to perform the work, and the Offeror shall furnish to the City all such information and data for this purpose as City may request. The City reserves the right to inspect snow removal equipment prior to award to satisfy questions regarding the offeror. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy City that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional offers will not be accepted.

**TYPE OF CONTRACT:**

**A.6.** City of Lynchburg, Streets Division expects to award a firm-fixed price type of contract.

**PROPOSED SCHEDULE OF IMPLEMENTATION:**

**A.7 Schedule of Implementation**

<b><u>DATE</u></b>	<b><u>SCHEDULE OF ITEMS</u></b>
December 28, 2004	Issue Request for Proposals
January 5, 2005	Pre-Proposal Conference, Time <b>10:00</b> A.M.
January 14, 2005	Proposals Due Prior to <b>3:00</b> P.M.
January 18, 2005	City Reviews Proposals and Generates Shortlist
January 19, 2005	City Analyzes Remaining Offers For "Best Value"
January 20, 2005	Departments Obtains Administrative Approvals
January 21, 2005	City Issues Intent to Award Contract
January 31, 2005	Award Contract/Purchase Order

**EVALUATION FACTORS:**

**A.8** A contract subsequent to this Request for Proposal is contemplated to be awarded on the basis of (1) Type, quality and quantity of equipment offerors available equipment (2) Cost per hour for piece of equipment and operator (3) Response time (4) Experience of the offeror in providing such services. The City in its sole discretion shall evaluate responses and make a determination in the City's best interest, price, equipment, condition availability, reference may be considered in making an award.

**PREPARATION OF OFFER:**

**(General)**

**A.9** Each offer must be submitted on the prescribed form. All blank spaces for prices must be completed, in ink or typewritten, in both words and figures. If you are not quoting a given site, indicate "No Offer" in the space. Do not leave any spaces blank.

**A.10** The proposal must be submitted in a sealed envelope, bearing on the outside the name of the Offeror, its address, and the name of the services for which the offer is submitted.

**A.11** Requests for additional information or interpretation of this Request for Proposal **shall** be made to: Florence Randolph, Purchasing Technician, 434-455-3965 No interpretation of the meaning of the specifications will be made to any Offeror verbally. - To be given consideration, a request for interpretation must be received at least seven (7) days prior to the date fixed for the opening of offers. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed on the City Website or faxed to known offerors who have registered an interest in submitting an offer, no less than three (3) days prior to the date fixed for the opening of offers. Failure of any Offeror to receive any such addendum or interpretation shall not relieve such Offeror from any

obligation under its offer as submitted. All addenda so issued shall become part of the contract documents.

**OFFER MODIFICATION:**

**A.12** An offer may be modified by sealed written communication, at any time prior to the scheduled closing time for receipt of proposals. The communication must provide only the addition, subtraction or other modification to the proposal price, equipment listing, or location options.

**METHOD OF PRICE CONSIDERATION:**

**A.13** The City invites the following offer: Location Fixed Fee/ Hourly Rates

**CONDITIONS OF WORK:**

**A.14** It is the responsibility of each Offeror to be informed fully of the conditions related to these services and the required labor and equipment necessary to perform the work thereon. Failure to do so will not relieve a successful Offeror of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Offeror, in carrying out work, must employ such methods as will not cause any interruption or interference with the work of any other contractor.

**LAWS AND REGULATIONS:**

**A.15** All applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout and will be deemed to be included in the contract as though herein written out in full.

**PERMITS, FEES AND LICENSES:**

**A.16** The Offeror shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work, shall comply with all lawful requirements applicable to the work, and shall give and maintain any and all notices required by applicable law pertaining to the work.

**INDEPENDENT CONTRACTOR:**

**A.17** Offeror agrees that it is performing this agreement as an independent contractor for the City. Offeror agrees that it is solely responsible for supervision and direction of the work performed under this agreement by its employees, agents, and subcontractors. Offeror acknowledges that it serves as sole employer with respect to any of the employees employed by it for performance of such work, and is responsible for the methods and manner of such work performed under this agreement.

**OBLIGATION OF OFFEROR:**

**A.18** At the time of the opening of offers, each Offeror will be presumed to have inspected the site(s) and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any Offeror to inspect the site or examine any form, instrument or document shall in no way relieve any Offeror from any obligation in respect to its offer.

**INSURANCE:**

**A.19** The Contractor shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Contractor shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The Contractor shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

**INDEMNIFICATION CLAUSE:**

**A.20** Except as may be caused by the sole negligence of the City or its employees, Offeror shall indemnify and save harmless the City, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Offeror, its subcontractors, and their agents, servants, or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expenses to the City, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the City or its representatives caused or contributed thereto.

Offeror agrees, that in order to protect itself and the City under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled "INSURANCE".

This provision is not intended to create any cause of action in favor of any third party against the Offeror or the City or to enlarge in any way the Offeror's liability but is intended solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from the Offeror's or the Offeror's agents' performance hereunder.

**INFORMATION FOR OFFERORS: (General)****TAXES:**

**A.21** Each Offeror shall pay and include in their proposal any applicable state sales taxes and shall also be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries or other remunerations paid to employees of the Offeror and shall submit evidence of same to City when requested.

**TAX EXEMPTION:**

**A.22** The City of Lynchburg as a public body and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. Lynchburg's tax identification number is 54-6001405.

**NON-DISCRIMINATION:**

**A.23** If the resultant contract exceeds \$10,000, during the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**RIGHT TO AUDIT:**

**A.24** All contracts and agreements are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Contractor agrees to retain all records, books and other documents relevant to any subsequent contractor agreement and the funds expended hereunder for at least four (5) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request.

**MODIFICATIONS:**

**A.25** Any alterations, variations, modifications, or waivers of the provisions of this Contract, other than addenda to the offer specifications which are governed by paragraph ADDENDA AND INTERPRETATIONS, shall only be valid when they have been reduced to writing, and signed by authorized representatives of the City and Offeror.

**INTENT**

**B.1** The intent of this request to establish the basis for obtaining contractors(s) to provide (As needed) snow plowing and sanding at the various locations noted, as may be required during the **2004/2005** winter seasons. The City of Lynchburg is soliciting offers from interested firms to furnish labor, trucks and snowplows for snow removal and ice control operations within the City of Lynchburg at selected parking lots and bridge sidewalks at the following locations:

## **PROJECT SITES:**

### **Group 1**

1. Public Safety (one parking lot, includes School Administration Area)
2. Fire Administration (Eighth and Madison Streets, one parking lot)
3. City Jail (street front parking and rear lot)
4. Public Works (employee lots and office lot)
5. Employee parking lot at Ninth and Court Streets and Eighth and Court Streets

### **Group 2**

1. Lot adjacent to former Piggly Wiggly building near Criminal Justice building
2. City Market parking lot. Snow must be removed from lot and trucked to designated dump site.
3. Opportunity House, street front parking, Fifteenth & Jackson Streets
4. SPARC House, street front parking off of Grace Street on Jackson and Fifteenth Streets
5. Juvenile Detention Home (one parking lot and driveway)
6. Wastewater Treatment Plant (one parking lot)
7. Utilities Division (employee parking lots)
8. Credit Union (driveway and parking lot)
9. Humane Society (one parking lot)
10. Commerce Street and Main Street Public Parking (two parking lots)

### **Group 3**

1. Health Center (one parking lot and driveways)
2. Civic Enrichment (301 Grove Street, street front parking, driveway and rear parking lot)
3. Orkand Building (Fourth and Courts Streets, large lot only)
4. Buildings and Grounds (two parking lots)
5. Fifth and Madison Streets (one parking lot)
6. Fifth and Federal Streets (one parking lot)
7. Fifth and Polk Streets (one parking lot)
8. Crossroads House (D and Cabell Streets, rear parking lot)

### **Group 4**

1. City Hall (two parking lots and back driveway)
2. Monument Terrace (one parking lot at the elevator)
3. Circuit Court (one parking lot)
4. Downtown Post Office (one parking lot)
5. Social Services (Blair Building, one parking lot and driveway)
6. Mid-downtown parking deck (driveway, top lot, ramp) Rubber Blade Only and No Salt. Snow must be removed from lot and trucked to designated dump site.
7. Clay Street deck (top deck and ramp across back) Rubber Blade Only and No Salt. Snow must be removed from lot and trucked to designated dump site.
8. College Hill Community Center (one parking lot)
9. Jefferson Park Community Center (driveway and one parking lot)
10. Daniels Hill Community Center (street parking on D Street)
11. Fairview Heights Community Center (one parking lot)
12. Yoder Community Center (one parking lot)
13. Jackson Heights Community Center (one parking lot)

### **Group 5**

1. 518 Main Street (one parking lot)
2. Waste Management Facilities (salt only)
3. Heritage High School Entry Road
4. Ninth Street (Human Services parking lot)
5. Jefferson Street across from Amazement Square (Human Services parking lot)
6. 1601 Memorial Avenue (City Gas Pumps)
7. 1605 Memorial Avenue (City Auto Shop)
8. Cabell Street (Point of Honor parking lot)
9. Senior Adult Center (Wiggington Road)
10. Fraternal Order of Police lot (Wiggington Road)
11. Jefferson Street lot behind Pride of Virginia

### **Group 6**

1. Rivermont Avenue Bridges over Blackwater Creek
2. D Street Bridge over Stream (Cabell Street portion)
3. Bedford Avenue Bridge over Southern Railway
4. VES Road Bridge over Pigeon Creek
5. Main Street Bridge over Expressway
6. Grace Street Bridge over Expressway
7. Fifth Street Bridge over Southern Railway
8. Park Avenue Bridge over N&W Railway
9. Fort Avenue Bridge over N&W Railway
10. Campbell Avenue Bridge over N&W Railway
11. Campbell Avenue Bridge over Expressway
12. Old Forest Road Bridge over N&W Railway near Halsey Road
13. Old Forest Road Bridge over N&W Railway near Berger Street
14. Wards Road Bridge over N&W Railway
15. Wards Road Bridge over Expressway
16. Candler's Mountain Road Bridge over Southern Railway
17. Candler's Mountain Road Bridge over Expressway
18. Florida Avenue Railway Bridge
19. Graves Mill Road Railroad Bridge
20. Lakeside Drive Bridge at College Lake
21. Seabury Avenue Bridge near Marvin Bass Elementary
22. Cranehill Drive at Langhorne Road
23. Langhorne Road near Cranehill Drive (2)
24. Autumn Drive Bridge

### **SCOPE OF WORK**

**B.2 Clearing of snow-covered:** areas and sanding, as may be required to assure safe driving, walking, and parking conditions, **prior to the arrival** of employees or general public. **Snow removal from a site will be by request ONLY.** Specifications vary by site and will be listed in the site descriptions that follow.



## DEFINITIONS

**B.3 Snow plowing:** is accomplished with a pickup truck & plow. Larger equipment such as dump trucks, front end loaders, etc. are used under heavier snow conditions, or for snow removal. This same procedure, in as far as practical, will be used for this contract.

### Plowing Status:

**B.4 Plowing Status: "As Required"** will mean when sufficient snowfall or weather conditions require either plowing and/or sanding as determined by the contractor. As a guideline, plowing should be done when 1" or more snowfall is received (see each site requirement) or if slippery conditions dictate attention.

### On Call:

**B.5 "On Call As Requested - 24 hrs. /Day"** will mean plowing and/or sanding services will be determined by **City Staff**. The successful Offeror(s) must provide immediate service upon notification with **no exceptions**.

### Sanding:

**B.6 Sanding:** The Offer Proposal indicates sanding as "**per time**." This will mean sanding of the **entire project site for the amount indicated** on the proposal sheet, with the successful Offeror(s) being required to provide the sand, mixed with a minimum of **8% salt or calcium chloride**.

### Snow Removal:

**B.7 Snow Removal:** Snow removal from the site(s) will be **upon request** of the City only. The unit prices indicated in the **Plowing** proposal will be used to determine removal costs. The City will advise as to or provide a dump site for snow. Unless instructed otherwise the designated dump-site will be alleyway off Jefferson Street behind the "Pride of Virginia" building. Access to the alleyway will be through the City parking lot access road.

### Note:

**B.8 Note:** Certain locations require the successful Offeror to check in with the Maintenance Supervisor **prior to starting** and again **upon completion** of any work being done. Failure to comply with these requirements may be cause for termination.

### Unit Prices:

**B.9** The **unit prices** submitted will include **All Expenses** required to operate the equipment.

### Travel Time:

**B.10 Travel Time:** is at contractor's expense. The City will **NOT PAY FOR TRAVEL TIME**. All invoicing is to be for the actual working time only. Any offers taking exception to this will be regarded as non-responsive.

### Site Inspection:

**B.11 Site Inspection:** Offerors are encouraged to make an on site inspection of each location prior to submitting an offer proposal. Please contact the people noted for inspection information.

### Notification:

**B.12 Notification:** Within ten (10) working days of notification of an award, the successful Offeror(s) will be required to provide a Certificate of Insurance, in the amounts indicated on the

attached sheet, with the City of Lynchburg being named **ADDITIONAL INSURED**.

**CANCELLATION:**

**B.13 Cancellation:** Failure to provide prompt and satisfactory work, as deemed by the Department Supervisor, will be cause for cancellation of this contract upon ten (10) days written notice. The City further reserves the right to cancel any contract if deemed in the best interest of the City

**DRUG FREE WORKPLACE:**

**B.14** In accordance with Sec. 2.2 - 4312 of the Virginia Procurement Act, during the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

Successful Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on City premises or distribute same to City employees.

Successful Contractor understands that a violation of these prohibitions constitutes a breach of the Contract and that the City has the right to cancel the Contract.

**FALSE INFORMATION:**

**B.15** The City reserves the right to cancel any contract, if in the opinion of the City, the offeror provided false, inaccurate or misleading information in the RFP or if the offeror withheld information from the City regarding the offeror's moral and business integrity and reliability as it relates to the good faith promise of the contract.

**GOVERNING LAW AND POLICY:**

**B.16** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. The successful Contractor submits itself to the jurisdiction of a Court of competent jurisdiction in the City of Lynchburg, Virginia and such Courts shall be the appropriate forums.

**HOLD HARMLESS:**

**B.17** The successful Contractor (s) shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgements, costs, causes of action, damages and expenses arising from work performed by the Contractor (s) or their employees, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a results of the Contractor (s) Contract with the City of Lynchburg.

**STATE CORPORATION COMMISSION (SCC) REGISTRATION:**

**B.18** If listed as a Corporation, offeror's must also submit documentation, with their response/proposal, that they are currently registered with the Virginia State Corporation Commission.

**LICENSES:**

**B.19** It shall be the responsibility of the successful Contractor to secure and maintain all licenses and permits, and pay inspection fees required to do the work required completing this Contract.

**INFORMATION/PROPOSAL:**

Offeror(s) are required to indicate below the inspection **date** for each Project Site:

(Group1) Date \_\_\_\_\_ (Group2) Date \_\_\_\_\_ (Group3) Date \_\_\_\_\_  
(Group4) Date \_\_\_\_\_ (Group5) Date \_\_\_\_\_ (Group6) Date \_\_\_\_\_

2) Number of qualified employees available to operate equipment: \_\_\_\_\_

3) **NOTE:** The Conditions of this contract specifically require that the successful Offeror(s) **must have available, and in working condition at all times**, the following types of equipment. Loaders and dump trucks will be required only at locations needing snow removal.

**STATE HERE THE TYPE MAKE MODEL YEAR CONDITION OF YOUR EQUIPMENT**

**1. Pick-Up Truck**

\_\_\_\_\_ Ton with four-wheel-drive and \_\_\_\_\_ foot plow

4-Wheel Drive Pickup Truck with Plow. Price Per Hour including operator \$ \_\_\_\_\_:

**2. Dump Truck**

\_\_\_\_\_ GVW with \_\_\_\_\_ foot plow

Dump Truck with Plow. Price Per Hour including operator \$ \_\_\_\_\_:

**3. Front End Loader**

Bob Cat Type \_\_\_\_\_ Model: \_\_\_\_\_

Front End Loader, Bob Cat Type. Price Per Hour including operator \$ \_\_\_\_\_:

**4. Front End Loader**

Large Capacity: \_\_\_\_\_ Cubic Yard heaped bucket: \_\_\_\_\_

Front End Loader, Large Capacity. Price Per Hour including operator \$ \_\_\_\_\_:

### **5. Additional Equipment**

Additional equipment such as Salt Spreaders, Snow Blowers etc.

(Use additional sheets if necessary and be specific, stating the price per hour including the operator):

**STATE HERE THE NUMBER OF AVAILABLE PERSONNEL AVAILABLE FOR CALL OUT SNOW REMOVAL AND SANDING SERVICES.**

### **EXPERIENCE & REFERENCES:**

Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ How many years: \_\_\_\_\_

Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ How many years: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ How many years: \_\_\_\_\_

### **OTHER COMMITMENTS:**

Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ How many years: \_\_\_\_\_

Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ How many years: \_\_\_\_\_

Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ How many years: \_\_\_\_\_

**NORMAL AND EMERGENCY TELEPHONE NUMBERS**

**Normal and Emergency Telephone Numbers**

Normal Work Hours – Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

After Work Hours – Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Emergency Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Cellular Number: \_\_\_\_\_

Beeper Number: \_\_\_\_\_

Pager Number: \_\_\_\_\_

**RATES:**

**C.1 Sanding:** Contractor to provide salt mixed sand Per application, per location:

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**PRICES:**

**C.2** Prices quoted shall remain firm for the first one year contract period.

**PAYMENT AND INVOICE PROCESSING:**

**C.3** Invoices are to be submitted on the 1<sup>st</sup> and 15<sup>th</sup> of the month for all hours or locations worked within the previous month. NO payment will be made for work in progress on the prescribed payment dates. Payment will be requested on forms provided by the City. Payments will be made within 30 days after receipt of completed payment request and verification of satisfactory completion of work.

Invoice processing is to be in strict accordance with the rules and regulations set forth by the City's Financial Services Division, and The Virginia Public Procurement Act, Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. Payment will not be made until proper invoice is received from the Contractor. No promise or commitments on the part of any employee of the City shall bind the City to any other terms and conditions other than those set forth in procedures issued by the Financial Services Division.

No deposit or advance sums will be paid.

Invoices shall be submitted to: Public Works Streets Division, 1700 Memorial Avenue, Lynchburg, Va., 24501, attention Tom Wilson.

The City of Lynchburg utilizes a Master Card charge card through Bank One for payments where practical and acceptable to the supplier. Please state if you accept the MasterCard \_\_\_\_\_.

**AVAILABILITY OF FUNDS:**

**C.4** It is understood and agreed between the parties herein that the City shall be bound

Hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. The Contractor will be paid for all work performed; however, contract quantities may need to be adjusted.

**SUBLETTING:**

**C.5** NO portion of this contract may be subcontracted without the written permission of the Director of Streets. Subcontractors must be fully qualified to perform the work and must adhere to all provisions of this contract. The prime contractor shall be fully responsible for the performance of all subcontracted work.

**CLAMIS:**

**C.6** The Contractor shall be responsible for resolution of any and all claims resulting from snow removal and ice control operations provided under this contract. Claims made to the City as a result of snow removal and ice control provided under this contract will be referred to the Contractor for handling. Failure to properly respond to and resolve property damage claims constitutes unsatisfactory performance and may result in cancellation of the contract. It is agreed and understood that as an independent contractor, and not an employee of the City, the contractor shall be held responsible for his or his employee actions in regard to any claim submitted.

The Contractor shall provide equipment and operators in accordance with the terms and conditions outlined herein:

Services shall consist of removal of accumulations of snow and/or ice when totals reach 2 inches in depth, from asphalt parking lot and bridge sidewalks in the Groups bid.

The Contractor shall provide a mechanic to keep the equipment in working condition during the snow operations. The mechanic shall be capable of working on equipment furnished by the Contractor.

The Contractor shall provide a method of fueling the snow equipment.

Contractor shall provide operators, with each truck, who possess a valid driver's license to assist in emergency snow removal operations. All workers will be required to attend a short orientation and training session provided by the City at 1700 Memorial Avenue. This training session shall be held at a time and date agreeable to both the City and the Contractor.

Operators shall be at least 18 years of age, capable of working nights and able to communicate effectively. During the course of this contract, it may be necessary for the Contractor to provide continuous, around the clock, operations. This shall mean providing sufficient qualified operators for the possibility of at least two (2) twelve-hour shifts, for extended periods. The City reserves the right to reject workers for not complying with these specifications.

The Contractor shall provide one supervisor with a vehicle, mobile phone and means of communicating with the plow trucks.

Contractor shall provide the City with a list of emergency numbers for weekend or night snow emergency operations to ensure the time provisions are met. This list shall contain company contact names and numbers.

All personnel shall at all times wear approved clothing, safety vests, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create any hazardous conditions within the operation.

The Contractor must provide fender lights or auxiliary lights on all trucks in order to meet state inspection requirements.

The Contractor must meet motor carrier safety regulations (Federal and State), as applicable.

It is the Contractor's responsibility to ensure that OSHA regulations are met in all the applicable areas for all exposures encountered during the term of the contract.

Failure to comply with safety requirements constitutes reason to restrict that operator from performing work under this contract.

The Contractor must provide fender lights or auxiliary lights on all trucks in order to meet state inspection requirements.

The Contractor must meet motor carrier safety regulations (Federal and State), as applicable.

It is the Contractor's responsibility to ensure that OSHA regulations are met in all the applicable areas for all exposures encountered during the term of the contract.

Failure to comply with safety requirements constitutes reason to restrict that operator from performing work under this contract.

### **Equipment:**

The Contractor shall furnish all trucks, plows, snow blowers and other attachments necessary to operate during the snow removal and ice control process.

Each piece of equipment shall be equipped with at least one rotating or two high intensity amber flashers. Each spreader shall be equipped with at least one amber rotating or one cluster light (consisting of four amber lights flashing in a X-cross pattern) mounted on the rear of the spreader.

Snow blowers used for these operations do not have to have lights. When working on bridge sidewalks, there must be an accompanying truck with warning lights and strobed to warn traffic of operation.

Snow from bridges will not be blown onto the streets or buildings below the bridges.



### **Protest of Award or Decision to Award:**

- (a) Any bidder or offeror who desires to protest the award or decision to

award a contract shall submit such protest in writing to the Purchasing Agent no later than ten days after notice of the award or decision to award is posted, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting of the notice of such award. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent or designated official shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten days of the written decision by appealing to the Lynchburg Circuit Court as provided in Sections 4-8 of this Policy.

- (b) If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall then either cancel the proposed award or revise it to comply with the law. Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

- (c) Where the Purchasing Agent determines that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of City Policy, the Purchasing Agent may enjoin the award of the contract to a particular bidder.

### **Contractual Disputes:**

(a) Contractual claims, whether for money or other relief, shall be submitted in writing to the City Manager with copy to the Purchasing Agent, no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given within ten days of the occurrence of the event giving rise to the claim or the beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

(b) The decision of the City Manager on the claim shall be final unless appealed to the Lynchburg Circuit Court as provided by law.

**PRICING SCHEDULE****APPENDIX B****RFP# 05-009**

<b>Item No.</b>	<b>Description (Including All Delivery Charges)</b>	<b>Unit Cost</b>
<b><u>GROUP 1</u></b>		
1	Guaranteed Minimum Call out for (1) vehicle with plow, sander and operator	\$
2	Hourly rate for standby truck with snow plow, sander and operator	\$
3	Per ton applied rate for materials spreaders	\$
<b>Total Cost for Group 1</b>		\$
<b><u>GROUP 2</u></b>		
1	Guaranteed Minimum Call out for (1) vehicle with plow, sander and operator	\$
2	Hourly rate for standby truck with snow plow, sander and operator	\$
3	Per ton applied rate for materials spreaders	\$
<b>Total Cost for Group 2</b>		\$
<b><u>GROUP 3</u></b>		
1	Guaranteed Minimum Call out for (1) vehicle with plow, sander and operator	\$
2	Hourly rate for standby truck with snow plow, sander and operator	\$
3	Per ton applied rate for materials spreaders	\$
<b>Total Cost for Group 3</b>		\$
<b><u>GROUP 4</u></b>		
1	Guaranteed Minimum Call out for (1) vehicle with plow, sander and operator	\$
2	Hourly rate for standby truck with snow plow, sander and operator	\$
3	Per ton applied rate for materials spreaders	\$
<b>Total Cost for Group 4</b>		\$
<b><u>GROUP 5</u></b>		
1	Guaranteed Minimum Call out for (1) vehicle with plow, sander and operator	\$
2	Hourly rate for standby truck with snow plow, sander and operator	\$
3	Per ton applied rate for materials spreaders	\$
<b>Total Cost for Group 5</b>		\$
<b><u>GROUP 6</u></b>		
1	Guaranteed Minimum Call out for (1) vehicle with plow, sander and operator	\$
2	Hourly rate for standby truck with snow plow, sander and operator	\$
3	Per ton applied rate for materials spreaders	\$
<b>Total Cost for Group 6</b>		\$

**PRICING SCHEDULE continued**

**APPENDIX C  
RFP# 05-009  
Page 1**

**PICK-UP TRUCK 4-WHEEL DRIVE WITH PLOW**

					Price Per Hour	State Group
Year	Make	Equipment Condition Vehicle Description	Truck Capacity	Foot Plow Capacity	Including Operator	

**DUMP TRUCK**

					Price Per Hour	State Group
Year	Make	Equipment Condition Vehicle Description	Truck Capacity	Foot Plow Capacity	Including Operator	

**NOTE: Complete only for Groups you are bidding. Bidder may bid on all or any selected Group  
(Use additional sheets if necessary and be specific)**

**PRICING SCHEDULE continued**

**APPENDIX C  
RFP# 05-009  
Page 2**

**FRONT END LOADER - BOB CAT**

					Price Per Hour	State Group
Year	Make	Equipment Condition Vehicle Description	Truck Capacity	Bob Cat Capacity	Including Operator	

**FRONT END LOADER**

				Cubic Yard	Price Per Hour	State Group
Year	Make	Equipment Condition Vehicle Description	Large Capacity	Heaped Bucket	Including Operator	

**NOTE: Complete only for Groups you are bidding. Bidder may bid on all or any selected Group  
(Use additional sheets if necessary and be specific)**

**PRICING SCHEDULE continued**

**APPENDIX C  
RFP# 05-009  
Page 3**

**Additional Equipment: Salt Spreaders**

Year	Make	Equipment Condition Vehicle Description	Salt		Price Per Hour	State Group
			Truck Capacity	Spreaders Capacity	Including Operator	

**Additional Equipment: Snow Blowers**

Year	Make	Equipment Condition Vehicle Description	Truck Capacity	Snow Blowers Capacity	Price Per Hour	State Group
					Including Operator	

**NOTE: Complete only for Groups you are bidding. Bidder may bid on all or any selected Group  
(Use additional sheets if necessary and be specific)**

## CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: \_\_\_\_\_ (corporate seal)

Date: \_\_\_\_\_

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

\_\_\_\_\_ (seal)

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## INSURANCE REQUIREMENTS

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
  2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
  3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
  4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
  5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
  6. All rights of subrogation against the City shall be waived.
  7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply\_\_\_\_\_
- 
8. All coverages for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

**ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING**

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company  
☐ Limited liability partnership  
☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List who is authorized to execute contracts: \_\_\_\_\_

\_\_\_\_\_

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: \_\_\_\_\_

Owner's name and address: \_\_\_\_\_

Registration date: \_\_\_\_\_

Expires: \_\_\_\_\_

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

\_\_\_\_\_

If you are a sole proprietor using an assumed name, please list below:

\_\_\_\_\_

Registration date: \_\_\_\_\_ Expires: \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).  
**However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
		+						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

## Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

